

EXHIBIT A

Bell Atlantic's technician, _____,
was here on behalf of your local service provider:

- ☐ MCI
Contact No. (800) 955-7264
- ☐ ATX Telecommunications Services
Contact No. (800) 393-3800
- ☐ U.S. Mobile Services, Inc.
Contact No. (800) 742-0331
- ☐ Sprint
Contact No. (800) 425-0982
- ☐ AT&T
Contact No. (800) 611-2672
- ☐ LCI International
Contact No. (888) 524-0011
- ☐ USA eXchange, LLC
Contact No. (314) 519-4800

☐ Other: _____
Contact No. _____

Date: _____ Time: _____

Service Order/Tel. Number _____

- ☐ All work was completed and your service is now working.
- ☐ All work is not yet complete:
 - ☐ We need access to your property to complete repair/installation work. Please call your local service provider and reschedule an appointment.
 - ☐ We have checked your service to the entry of your home/business and cannot find any fault or trouble. Please check your phones, wire and equipment for proper operation. (see reverse side of card for instructions)
 - ☐ We were able to determine that the trouble is the wire or equipment which belongs to you. We apologize we cannot make these repairs. Please check your wiring and equipment (see reverse side) or call your local service provider for additional instructions.
 - ☐ To provide you with service we needed to place a temporary line on the ground. Permanent repairs will be completed in the near future and access to the home/business will not be necessary.
 - ☐ We were unable to complete your repair/order today due to lack of facilities or equipment. Every effort will be made to resolve this problem as soon as possible. In the event you have questions or need assistance, please call your local service provider.

1 Remarks: _____

Who is Responsible for Repairs?

You are responsible for the telephones and wiring inside your home/business. You may make repairs yourself or have someone else make the repairs.

Your local service provider is responsible for arranging repair of the outside wiring and has contracted with Bell Atlantic to make some or all of these repairs.

Diagnosing a Problem

Check all of your telephones and equipment to see if they work. If any telephone works, the trouble is more than likely the inside wire, jack, or in your other telephone/s.

If no telephone works, then you need to plug a working telephone into the Network Interface Device (NID). Some businesses and residence customers have a box installed just inside or outside the place where the telephone wires come into their homes or offices. Inside that box is the NID, which looks like a telephone jack.

The NID separates the telephone company's wiring from yours. By plugging a working telephone into the NID, you can find out where the trouble is.

If the telephone works properly, the problem is in the inside wire, the jacks or in your other telephones or equipment. If the telephone doesn't work, your local service provider is responsible for the problem. In this case, your local service provider should be contacted.

This test could save you the cost of a service call by preventing unnecessary dispatches of service technicians.

After checking your telephone and wire, if you still have questions, call your local service provider for additional assistance.

PART B -- DEFINITIONS

"911 SERVICE" or "911" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"ACCESS SERVICE REQUEST" (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR may be used to order trunking and facilities between MCI and Bell Atlantic for local interconnection.

"ACCESS SERVICES" refers to interstate and intrastate switched access and private line transport services.

"ACT" means the Communications Act of 1934, as amended.

"ADJUNCT EQUIPMENT" is peripheral equipment housing a database that interfaces with a switch and provides the switch with call processing instructions.

"ADVANCED INTELLIGENT NETWORK" (AIN) is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

"AFFILIATE" is an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. In this paragraph, "own" means to own an equity interest (or equivalent) of more than ten percent (10%), and "control" means the right to control the business decisions, management and policy of another entity.

"APPLICABLE LAW" means all applicable laws and government regulations and orders, including, but not limited to, the regulations and orders of the Federal Communications Commission and the Commission.

"AUTOMATED MESSAGE ACCOUNTING" (AMA) means the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE, which defines the industry standard for message recording.

"AUTOMATIC LOCATION IDENTIFICATION" (ALI) is a proprietary database developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the emergency response agencies that are responsible for that address. MCI will provide ALI record information in National Emergency Number Association (NENA) Version #2 format. The ALI also shows an Interim Number Portability (INP) number, if applicable.

"AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM" (ALI/DMS) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which PSAP to route the call.

"AUTOMATIC NUMBER IDENTIFICATION" (ANI) is a feature that identifies and displays the number of a telephone that originates a call.

"AUTOMATIC ROUTE SELECTION" (ARS) is a CENTREX service feature that provides for automatic selection of the least expensive or most appropriate toll transmission facility for each call based on criteria programmed into the system.

"BELL ATLANTIC" means Bell Atlantic - Virginia, Inc.

"BONA FIDE REQUEST" shall have the meaning set forth in Part A, Section 25.

"CAP" means a competitive access provider.

"CLEC" means a competitive local exchange carrier.

"CALLING PARTY NUMBER" (CPN) is a CCS parameter which refers to the number transmitted through the network identifying the calling party.

"CARRIER ACCESS BILLING SYSTEM" (CABS) is defined in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTRAL OFFICE" or **"CENTRAL OFFICE SWITCH"** means a switching entity within the public switched network, including, but not limited to, End Office Switches and Tandem Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office Switches (Combination Class 5/Class 4).

"CENTREX" means a Telecommunications Service that uses Central Office switching equipment for call routing to handle direct dialing of calls, and to provide numerous private branch exchange-like features.

"CHARGE NUMBER" is a CCS parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

"CLASS" (Bellcore Service Mark) -- Set of call-management service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include automatic callback, automatic recall, caller ID, call trace, and distinctive ringing.

"COLLOCATION" means the right of MCI to place equipment as specified in Attachment V in Bell Atlantic's Central Offices, or other Bell Atlantic locations pursuant to a Bona Fide Request. MCI equipment may be placed via either a physical or virtual collocation arrangement. With physical collocation, MCI obtains dedicated space to place and maintain its equipment. With virtual collocation, Bell Atlantic will install and maintain equipment that MCI provides to Bell Atlantic.

"COMBINATIONS" means provision by Bell Atlantic of two or more connected Network Elements ordered by MCI to provide its Telecommunication Services in a geographic area or to a specific subscriber and that are placed on the same order by MCI.

"COMMISSION" means the Virginia State Corporation Commission.

"COMMON CHANNEL SIGNALING" (CCS) means a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.

"COMMON TRANSPORT" is as defined in Attachment III, Section 9.

"CONDUIT" means a tube or protected pathway that may be used to house communication or electrical cables. Conduit may be underground or above ground (for example, inside buildings) and may contain one or more inner ducts.

"CONFIDENTIAL INFORMATION" has the meaning set forth in Section 22 (Confidentiality) of Part A.

"CONTROL OFFICE" is an exchange carrier center or office designated as its company's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.

"DEDICATED TRANSPORT" is as defined in Attachment III, Section 10.

"DIRECTORY ASSISTANCE" (DA) or "DIRECTORY ASSISTANCE SERVICES" provides Directory Listings to callers. Directory Assistance Services may include the option to complete the call at the caller's direction.

"DIRECTORY ASSISTANCE DATABASE" refers to the database containing subscriber records that is used by Bell Atlantic in its provision of live or automated operator-assisted directory assistance including 411, 555-1212, NPA-555-1212.

"DIRECTORY LISTINGS" (DL) refers to subscriber information, including name, address and phone numbers, that is published in any media, including traditional white/yellow page directories, specialty directories, CD ROM, and other electronic formats.

"DISCLOSER" means that Party which has disclosed Confidential Information to the other Party.

"EFFECTIVE DATE" is the date indicated in Part A on which the Agreement shall become effective.

"END OFFICE SWITCH" or "END OFFICE" is a Central Office Switch (Class 5) used to connect subscriber station loops for the purpose of connecting to each other and to trunks.

"ENHANCED 911 SERVICE" (E911) means a telephone communication service which will automatically route a call dialed "911" to a designated PSAP attendant and will provide to the attendant the calling party's telephone number and, when possible, the address from which the call is being placed and the emergency response agencies responsible for the location from which the call was dialed.

"EXCHANGE ACCESS" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of telephone toll services.

"EXCHANGE MESSAGE RECORD SYSTEM" (EMR) means the system used among ILECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"FOC" means firm order confirmation.

"TTC" means an independent telephone company.

"INCLUDING" means "including, but not limited to."

"INTERCONNECTION POINT" (IP) is as defined in Attachment IV.

"INTERIM NUMBER PORTABILITY" (INP) is an interim service arrangement whereby subscribers who change local service providers may retain existing telephone numbers without impairment of quality, reliability, or convenience when remaining at their current location or changing their location within the geographic area served by the initial carrier's serving End Office Switch. INP is provided by the means identified in Attachment VII, Section 2.

"INTEREXCHANGE CARRIER" (IXC) means a provider of interexchange Telecommunications Services.

"LINE INFORMATION DATABASE" (LIDB) is a SCP database that provides for such functions as calling card validation for telephone line number cards issued by ILECs and other entities and validation for collect and billed-to-third services.

"LINE STATUS VERIFICATION/VERIFICATION AND CALL INTERRUPT" (LSV/VCI) means an operator-to-operator call in which the originating operator, on behalf of an end user, inquires as to the busy status of, or requests an interruption of, a call on a Telephone Exchange Service.

"LOCAL INTERCONNECTION" is the interconnection of the networks of the Parties for the exchange of Local Traffic and other traffic, in accordance with the requirements of 47 U.S.C. Section 251, and other Applicable Law.

"LOCAL RESALE" is as defined in Attachment II.

"LOCAL SWITCHING" is as defined in Attachment III, Section 7.

"LOCAL TRAFFIC" means traffic that is originated by an end user subscriber of one Party on that Party's network and terminates to an end user subscriber of the other Party on that other Party's network within a given local calling area, or expanded area service ("EAS") area, as defined in Bell Atlantic's Tariffs, or, if the Commission has defined local calling areas applicable to all Local Exchange Carriers, then as so defined by the Commission.

"MCIm" means MCImetro Access Transmission Services, Inc.

"MASTER STREET ADDRESS GUIDE" (MSAG) is a database defining the geographic area of an E911 service. It includes an alphabetical list of the street names, high-low house number ranges, community names, and emergency service numbers provided by the counties or their agents to Bell Atlantic.

"MULTIPLE EXCHANGE CARRIER ACCESS BILLING" (MECAB) refers to the document prepared by the Billing Committee of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"MULTIPLE EXCHANGE CARRIERS ORDERING AND DESIGN" (MECOD) refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Bellcore as SRBDS 00983.

"NATIONAL EMERGENCY NUMBER ASSOCIATION" (NENA) is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.

"NETWORK ELEMENT" means a facility or equipment used in the provision of a Telecommunications Service, including features, functions and capabilities that are provided by means of such facility or equipment.

"NETWORK INTERFACE DEVICE" (NID) is as defined in Attachment III, Section 5.

"NETWORK RATE DEMARCATION POINT" shall have the same meaning as "demarcation point" in 47 C.F.R. § 68.3.

"NON-DISCRIMINATORY" or "NON-DISCRIMINATORY BASIS" means that the Party shall perform the obligation or provide the service in question on a non-discriminatory basis for all other Telecommunications Carriers as defined in Section 202(a) of the Act, and/or Section 251 of the Act as applicable.

"NORTH AMERICAN NUMBERING PLAN" (NANP) means the system or method of telephone numbering employed in the United States, Canada, and certain Caribbean countries. It denotes the three digit Numbering Plan Area code and a seven digit telephone number made up of a three digit Central Office code plus a four digit station number.

"NUMBER PORTABILITY" (NP) is a long-term service arrangement whereby users of Telecommunications Services may retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"NUMBERING PLAN AREA" (NPA) (sometimes referred to as an area code) is the three digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

"NXX" or "NXX CODE" is the three digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within the NANP.

"OCN" means operating company number.

"OPERATOR SERVICES" provides (1) operator handling for call completion (e.g., collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g., credit card calls); and (3) special services (e.g., LSV/VCI, Emergency Agency Call).

"OPERATOR SYSTEMS" is the Network Element that provides operator and automated call handling with billing, special services, subscriber telephone listings, and optional call completion services.

"ORDERING AND BILLING FORUM" (OBF) means the entity which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"PARITY" means the following: (i) with respect to a performance requirement for interconnection, that Bell Atlantic will provide interconnection at a level of quality that is equal to that which it provides itself, a subsidiary, an Affiliate, or any other party; (ii) with respect to Local Resale, Bell Atlantic must provide services for resale that are equal in quality, subject to the same conditions, and provided with the same provisioning time intervals that Bell Atlantic provides these services to others, including end users; (iii) with respect to a performance requirement for the provision of a Network Element, that the quality of a Network Element, as well as the quality of the access to such Network Element be the same in quality that Bell Atlantic provides for all Telecommunications Carriers requesting access to that Network Element, and to the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element, be at least equal in quality to that which Bell Atlantic provides to itself; and (iv) with respect to operational support systems (OSS), Bell Atlantic shall furnish Non-Discriminatory access to OSS functions, and provide access to OSS via electronic interfaces equivalent to that electronic access that Bell Atlantic provides to itself, its Affiliates and its subscribers.

"PARTY" means a party to this Agreement, either Bell Atlantic or MCI.

"PERCENT INTERSTATE USAGE" (PIU) is a calculation which represents the ratio of the interstate toll minutes to the sum of interstate and intrastate toll minutes between exchange carriers sent over Local Interconnection Trunks.

"PERCENT LOCAL USAGE" (PLU) is a calculation which represents the ratio of the Local Traffic minutes to the sum of Local Traffic and intrastate toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory Assistance, LSV/VCI, 900, 976, transiting calls from other carriers and switched access calls are not included in the calculation of PLU.

"POINT OF INTERCONNECTION" (POI) is as defined in Attachment IV.

"PROPRIETARY INFORMATION" shall have the same meaning as Confidential Information.

"PUBLIC SAFETY ANSWERING POINT" (PSAP) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.

"RAO" means revenue accounting office.

"RATE CENTER" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Bell Atlantic (or MCI_m) for its provision of Telephone Exchange Service. The "Rate Center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "Rate Center area" is the exclusive geographic area identified as the area within which Bell Atlantic (or MCI_m) will provide Telephone Exchange Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

"RECIPIENT" means that Party to this Agreement (a) to which Confidential Information has been disclosed by the other Party or (b) who has obtained Confidential Information in the course of providing services under this Agreement.

"RECIPROCAL COMPENSATION" refers to a reciprocal compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier's network facilities of Local Traffic that originates on the network facilities of the other carrier.

"RESELLER" is a category of local exchange service providers who obtain dial tone and associated Telecommunications Services from another provider through the purchase wholesale priced services for resale to their end user subscribers.

"RIGHT OF WAY" (ROW) means the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes or other locations, but does not include inside wire space or structures past the network demarcation point.

"STP" means signaling transfer point.

"SELECTIVE ROUTING" is a service which automatically routes an E911 call to the PSAP that has jurisdictional responsibility for the service address of the telephone that dialed 911, irrespective of telephone company exchange or Wire Center boundaries.

"SERVICE AREA CONCEPT" (SAC) is the box where Bell Atlantic cross-connects the Loop Feeder and the Loop Distribution.

"SERVICE CONTROL POINT" (SCP) is as defined in Attachment III, Section 13.

"SMALL EXCHANGE CARRIER ACCESS BILLING" (SECAB) means the document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.

"SPECIALIZED ROUTING" is as defined in Attachment III, Section 7.2.2.

"SPECIALIZED ROUTING NODE" is device that, based on the incoming ANI and the called number, will determine the proper routing for the call and either switch the call to the appropriate Bell Atlantic Operator Services platform or to a designated Point of Interconnection in the originating LATA.

"STATE" means the Commonwealth of Virginia.

"SWITCH" -- See Central Office Switch.

"TANDEM OFFICE SWITCHES" are Class 4 switches, which are used to connect and switch trunk circuits between and among End Office switches and other tandems.

"TANDEM SWITCHING" is as defined in Attachment III, Section 14.

"TARIFF" means any generally available schedule of terms, conditions, prices and fees by which Bell Atlantic or MCIIm offers Telecommunication Services for sale to individuals, including subscriber agreements, special offerings and the like.

"TECHNICALLY FEASIBLE" is as defined in the FCC Interconnection Order. Interconnection, access to unbundled Network Elements, Collocation, and other methods of achieving interconnection or access to unbundled Network Elements at a point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an ILEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is technically feasible. An ILEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"TELECOMMUNICATIONS" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"TELECOMMUNICATIONS CARRIER" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier only to the extent that it is engaged in providing Telecommunications Services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. This definition includes Commercial Mobile Radio Service providers, IXC's and, to the extent they are acting as Telecommunications Carriers, companies

that provide both Telecommunications and information services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international Telecommunications for a fee directly to the public.

"TELECOMMUNICATIONS SERVICE" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"TELEPHONE EXCHANGE SERVICE" means (a) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of Switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"UNBUNDLED LOCAL LOOP" (ULL) is as defined in Attachment III, Section 4.

"VOLUNTARY FEDERAL SUBSCRIBER FINANCIAL ASSISTANCE PROGRAMS" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"WIRE CENTER" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Services and exchange Access Services, are located. However, for purposes of collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

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ATTACHMENT I

PRICE SCHEDULE

Section 1. General Principles

1.1 Subject to Part A, Section 2, all rates and discounts provided under this Agreement shall remain in effect for the term of this Agreement unless modified by order of the FCC or Commission as the case may be, unless otherwise provided herein. To the extent that interim rates set forth in Table 1 below reference existing Bell Atlantic or MCIIm Tariffs, those rates shall follow the referenced Tariffs for the interim. The interim rates or discounts set forth in Table 1 below shall be replaced on a prospective basis (unless otherwise ordered by the FCC or the Commission) by permanent rates or discounts as may be established and approved by the Commission and, if appealed, as may be ordered at the conclusion of such appeal. Such new rates or discounts shall be effective immediately upon the legal effectiveness of the court or Commission order requiring such new rates or discounts. Within ten (10) days after the legal effectiveness of the court or Commission order establishing such new rates or discounts and regardless of any intention by any entity to further challenge such order, the Parties shall sign a document revising Table 1 and setting forth such new rates or discounts, which revised Table 1 the Parties shall update as necessary in accordance with the terms of this Section.

1.2 Rates for Exchange Access Services purchased by either Party for use in the provision of toll service to end user customers are not affected by this Agreement.

1.3 Unless otherwise agreed, MCIIm shall pay only the rates set forth in Table 1 for the services it purchases under this Agreement. Bell Atlantic shall pay for all of the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to provide the services set forth in this Agreement and priced in Table 1, and shall recover all such costs through the rates set forth in Table 1. Rates for services not yet identified in Table 1, but subsequently developed pursuant to the Bona Fide Request process or services identified in Table 1, but modified by regulatory requirements, shall be added as revisions to Table 1 when agreed between the Parties.

Section 2. Network Elements and Call Transport and Termination

2.1 On the Effective Date, the rates and discounts listed in Table 1 below, including those for: (i) Network Elements; and (ii) call transport and/or termination for Local Traffic purchased for the provision of Telephone Exchange

Service or Exchange Access Service, are interim rates. These rates may be changed as set forth in Section 1 of this Attachment I.

Section 3. Local Service Resale

3.1 The rates that MCIIm shall pay to Bell Atlantic for Local Resale shall be an amount equal to Tariff rates for each retail Telecommunications Service subject to wholesale pricing, as reduced by the applicable percentage discount set forth in Table 1, if such services are tariffed by Bell Atlantic for sale to subscribers who are not "Telecommunications Carriers" under the Act. If Bell Atlantic revises such tariffed rates during the term of this Agreement, the applicable percentage discount shall be applied to the revised tariffed rates. Unless otherwise specifically agreed between the Parties, no discount shall apply to Bell Atlantic Telecommunications Services that are tariffed by Bell Atlantic for sale to subscribers who are "Telecommunications Carriers" under the Act, which shall be available for resale, or to any Bell Atlantic services other than Telecommunications Services that it may, in its sole discretion, choose to offer for resale.

Section 4. Interconnection and Reciprocal Compensation

4.1 MCIIm may choose to deliver both Local Traffic and toll traffic over the same trunk group(s), pursuant to the provisions of Attachment IV. In the event MCIIm chooses to deliver both types of traffic over the same traffic exchange trunks, and desires application of the local call transport and termination rates, it will provide Percent Local Usage ("PLU") information to Bell Atlantic as set forth in Attachment IV. In the event MCIIm includes both interstate and intrastate toll traffic over the same trunk, it will provide Percent Interstate Usage ("PIU") to Bell Atlantic as set forth in Attachment IV. Bell Atlantic shall have the same options, and to the extent it avails itself of them, the same obligation, to provide PIU and PLU information to MCIIm. To the extent feasible, PLU and PIU information shall be based on the actual end-to-end jurisdictional nature of each call sent over the trunk. If actual PLU and PIU information cannot reasonably be determined, then the reporting Party shall estimate PLU and PIU, and, upon demand, explain the basis for the estimate. The basis for the PLU and PIU are subject to audits in accordance with the provisions of Part A.

4.2 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.

4.3 MCIIm may choose to establish trunking to any given End Office for calls to numbers served out of that End Office, when there is sufficient traffic to route calls directly to such End Office. If MCIIm leases non-shared trunks from Bell Atlantic, MCIIm will pay the transport charges for dedicated transport. For shared

trunks the charges will be shared by both Parties in proportion to their respective use of the shared trunk facility.

4.4 When the Bell Atlantic Interconnection Point is at a Bell Atlantic Tandem Office Switch, MCIIm shall pay Bell Atlantic the rates for Tandem Switching, a transport rate and a termination rate as set forth in Table 1. When the Bell Atlantic Interconnection Point is at the Bell Atlantic End Office, for calls terminating to Bell Atlantic subscribers served out of the End Office to which the traffic is delivered, MCIIm will pay Bell Atlantic call termination compensation based on End Office termination only.

4.5 Bell Atlantic will pay MCIIm a reciprocal and symmetrical compensation rate for the termination of traffic at an MCIIm Tandem Office Switch, or for the termination of traffic at MCIIm's single Combination Class 5/Class 4 switch. To the extent that an MCIIm Switch serves an area significantly smaller in geographic size than the corresponding Bell Atlantic Tandem Switch, MCIIm will develop a means for estimating a terminating traffic factor that will be based on the terminating traffic usage on its network that would be a functional equivalent to end office termination and to tandem office termination. MCIIm shall provide to Bell Atlantic, on a quarterly basis, the estimated terminating traffic factor, and the full basis for the development of that factor, including the actual geographic service coverage of its Switch(es). To the extent that the Parties cannot agree on such a factor through good faith negotiations, either Party may request resolution of this issue by the Commission.

4.6 Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable exchange access charges in accordance with FCC Rules and Regulations.

4.7 Where a toll call is completed through one Party's INP arrangement (e.g., remote call forwarding, flexible DID, etc.) to the second Party's subscriber, the second Party shall be entitled to access charges applicable to the functions performed by the second Party in accordance with FCC Rules and Regulations and as set forth in Attachment VIII, Section 3. Until such time as such access traffic can be measured directly, this access charge pass-through shall be based upon reasonable estimates of the proportion of traffic subject to such pass-through.

4.8 MCIIm shall pay a transit rate as set forth in Table 1 of this Attachment when MCIIm uses a Bell Atlantic Tandem Office to terminate a call to a third party Telecommunications Carrier. Bell Atlantic shall pay MCIIm an equivalent transit rate when Bell Atlantic uses an MCIIm Tandem Office (or functional equivalent) to terminate a call to a third party Telecommunications Carrier.

4.9 Each Party shall exercise all reasonable efforts to enter into reciprocal local traffic exchange arrangements (either via written agreement or mutual tariffs) with any wireless carrier, ITC, or other LEC or CLEC to which it sends, or from which it receives, local traffic that transits Bell Atlantic facilities over traffic exchange trunks. If Party A fails to enter into such an arrangement as quickly as commercially reasonable in a LATA and to provide written notification of such agreement, including the relevant rates therein, to Party B, but continues to utilize Party B's transit service for the exchange of local traffic with such wireless carrier, ITC, or other LEC or CLEC, Party A shall, in addition to paying the rate set forth in this Attachment I for said transit service, pay Party B any charges or costs such terminating third party carrier imposes or levies on Party B for the delivery or termination of such traffic, including any switched access charges, plus all reasonable expenses incurred by Party B in delivering or terminating such traffic and/or resulting from Party A's failure to secure said reciprocal local traffic exchange arrangement. The Parties will, upon request, provide each other with all reasonable cooperation and assistance in obtaining such arrangements. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to transit traffic.

Section 5. Network Elements

The charges that MCI shall pay to Bell Atlantic for Network Elements are set forth in Table 1 of this Attachment I.

Table 1

BELL ATLANTIC-VIRGINIA, INC. AND MCI_m
DETAILED SCHEDULE OF ITEMIZED CHARGES¹

A. Bell Atlantic Services, Facilities, and Arrangements:

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at Bell Atlantic End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [Bell Atlantic FCC 1 sec. 6.9.1.] access tariffs for Feature Group D service Illustrative: Interstate non-recurring: \$1, plus \$1 switched access connection charge per DS-1 trunk; DS-1 entrance facility \$210-\$212/mo.	
1.b.	Collocation and related services for Interconnection at Bell Atlantic End Office, Tandem Office, or Serving Wire Center	Per interstate [Bell Atlantic FCC 1 sec. 19] expanded interconnection tariffs.	
1.c.	Tandem transit arrangements (for Interconnection between MCI _m and local carriers other than Bell Atlantic)(IXCs subtending/MPB arrangements excluded)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable	\$0.0015 per mou, (plus transport if applicable - per 4 below)
1.d.	911 Interconnection	Per tariffs cited in 1.a., 1.b., and 1.c. above, as applicable, for entrance facility plus applicable transport, or Collocation Arrangement at 911 tandem	
1.e.	Directory assistance Interconnection	Per interstate access tariff [Bell Atlantic FCC 1 sec. 9.6.B]	Per interstate access tariff [Bell Atlantic FCC 1 sec. 9.6.B] Illustrative: Per call rate \$.000082 fixed, \$.000019 per mile, \$.000353 tandem switching, \$.002311 interconnection
1.f.	Operator Services (call completion) Interconnection	TBD	

¹ The wholesale discounts of retail Telecommunications Service are final or permanent (unless otherwise changed by the Commission), and all other rates, including rates for Network Elements, call transport and/or termination of local traffic, shall be interim rates. The use of interim rates in this Agreement shall not be construed as an acknowledgment by MCI_m that such interim prices are cost-based or in compliance with Applicable Law. These interim rates shall be replaced on a prospective basis (unless otherwise ordered by the Commission) by such permanent rates as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Attachment 1, Table 1A, setting forth such rates. Table 1A may be updated from time to time by agreement of the Parties or by order of the Commission.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>								
2.a. ²	Poles	Application and Engineering Survey Fee: Actual Full Cost Recovery	Annual Fee: Horizontal Attachment Per attachment \$4.46 Vertical Attachment Per Pole attached \$4.46 per Vertical foot of occupancy								
2.b.	Ducts Innerducts	Application and Engineering Survey Fee: Actual Full Cost Recovery	Per Manhole/ per Duct run TBD Per duct TBD								
2.c.	Conduits	Application and Engineering Survey Fee: Actual Full Cost Recovery	Annual Fee: Per foot of cable placed in the Conduit 1) Northern Virginia* \$4.50 2) All other areas \$3.00 * Northern Virginia is defined as : Arlington, Alexandria, Falls Church, McLean, Fairfax and Vienna.								
2.d.	Right of Way	Application and Engineering Survey Fee: Right of Way (determined on a case by case basis)	Annual Fee: Right of Way (determined on a case by case basis as mutually agreed by the parties)								
3.a	Local loop transmission Unbundled Local Loop Element and cross-connect to Basic Links	Interim rates as follows until Commission determines permanent rates:	Interim rates as follows until Commission determines permanent rates:								
	2 Wire Analog Loops (POTS Loops) & 4 Wire Loops	Service Order \$20.21 Installation for new customers, per loop \$27.02 ³ Installation for existing customers, per loop \$13.91 ⁴	2-wire loops <table><tr><td><u>Geographic Zone</u>⁵</td><td><u>Monthly Rate Density</u></td></tr><tr><td>Group 1</td><td>\$ 9.52</td></tr><tr><td>Density Group 2</td><td>\$13.31</td></tr><tr><td>Density Group 3</td><td>\$19.54</td></tr></table> 4-wire loop rates - two times the 2-wire rates	<u>Geographic Zone</u> ⁵	<u>Monthly Rate Density</u>	Group 1	\$ 9.52	Density Group 2	\$13.31	Density Group 3	\$19.54
<u>Geographic Zone</u> ⁵	<u>Monthly Rate Density</u>										
Group 1	\$ 9.52										
Density Group 2	\$13.31										
Density Group 3	\$19.54										

² The rates set forth in 2.a, 2.b, 2.c, and 2.d of this Table are subject to revision by the FCC and/or the Commission in accordance with Section 224 of the Act.

³ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
	ISDN Loops	<u>Service Order:</u> \$23.93 <u>Installation:</u> If premises visit not required, initial & each additional loop - \$18.47 If premises visit required, initial loop - \$90.87 If premises visit required, additional loop - \$40.02	<u>Density Cell:</u> 1 - \$19.87/Month 2 - \$24.47/Month 3 - \$41.26/Month
	DS-1 Loops	<u>Service Order:</u> \$17.72 <u>Installation:</u> If premises visit not required, initial & each additional loop - \$70.58 If premises visit required, initial loop - \$156.29 If premises visit required, additional loop - \$105.43	<u>Density Cell:</u> 1 - \$157.09/Month 2 - \$177.55/Month 3 - \$233.74/Month
	Coordinated cutover	Without field dispatch \$10.52 With field dispatch \$15.41	
	Cross Connects		DS-0: \$0.86 per month DS1 and DS3: per Bell Atlantic's interstate expanded interconnection tariff.
3.b.	Special construction charges	As applicable per Bell Atlantic-VA SCC 2-03 sec. 2	
3.c.1	Service Technician Charges (Maintenance Service Charges) (service technician work on unbundled loops outside of the central office)	As per Bell Atlantic Companies Administrative Guidelines (Detariffed Services) Section 6.D.2 Illustrative: Initial visit charge \$42.00 Work charge (per quarter hour) \$16.00	

⁴ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

⁵ Geographic density zones as proposed by Bell Atlantic in Exhibit CAE-54 in Case Nos. PUC960100, PUC960103, PUC960104, PUC960105, and PUC960113.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
3.c.2	Central office technician charges	Per interstate Bell Atlantic FCC 1 sec. 19.7.7 tariff. <u>Normal Working Hours:</u> First 1/2 hour or fraction thereof \$90.00/technician Each Additional 1/2 hour or fraction thereof \$30.00/technician <u>Overtime:</u> First 1/2 hour or fraction thereof \$100.00/technician Each Additional 1/2 hour or fraction thereof \$40.00/technician <u>Premium Time:</u> First 1/2 hour or fraction thereof \$120.00/technician Each Additional 1/2 hour or fraction thereof \$50.00/technician	
4.a.	Trunk Side local transport DS-1 trunks	Per interstate [Bell Atlantic FCC 1 sec. 6.9.1.C] access tariffs Illustrative recurring: \$60/mo fixed, \$17.70/mile/mo	
4.b.	Trunk Side local transport DS-3 trunks	Per interstate [Bell Atlantic FCC 1 sec. 6.9.1.C] access tariffs Illustrative recurring: \$900/mo fixed, \$180/mile/mo	
4.c.	Mid-span meet arrangements	On a case-by-case basis in accordance with Attachment IV.	
4.d.	Common or shared Transport	Not applicable	The weighted per minute equivalent of DS1 and DS3 circuits. See 4.a and 4.b above.
5.a.	Local switching POTS Unbundled Switching Element PBX, CENTREX, ISDN Unbundled Switching Element POTS, PBX, CENTREX Unbundled Switch Port ISDN Unbundled Switch Port	\$6/service order per line to establish or modify service ⁶ TBD \$6/service order plus \$6/Port ⁷ TBD	\$0.003/mou of local switch usage TBD \$1.55/mo TBD
5.b.	Tandem Switching		\$.0015 per minute, plus tandem switched transport as needed

⁶ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

⁷ Not applicable when MCI orders both loop and switching elements together where Bell Atlantic does not perform an installation function.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
6	Network Interface Device	\$7.31/Service Order ¹ \$30.99/Premises Visit \$13.31 Labor Charge/Quarter Hour After First Quarter Hour	\$5.89/Month ⁹
7.a.	911 service (data entry; database maintenance)	No charge	
7.b.	Directory Assistance Data	TBD - Bell Atlantic's efficiently incurred costs	TBD - Bell Atlantic's efficiently incurred costs
7.c.	Operator call completion	TBD	
8.a.	White Pages and Yellow Pages (business only) directory listings	For Resale Services, see 14. For other than Resale Services, \$5.00 per primary listing per number	For Resale Services, see 14. For other than Resale Services, no charge.
8.b.	Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to MCIIm per separate arrangement	
8.c.	Additional listings, changes to listings, non-listed, non- published	Per tariff [Bell Atlantic-VA SCC 203 sec. 4] less wholesale discount as applied below. Illustrative: Additional listing: \$7.34 residence; \$13.86 business Change to listing: \$7.34 residence; \$13.86 business Non-list: \$7.34 residence; \$13.86 business Non-published: \$7.34 residence; \$13.86 business	Per tariff [Bell Atlantic-VA SCC 203 sec. 4] less wholesale discount as applied below. Illustrative: \$0.91/mo residence, \$1.16/mo business \$0.86/mo residence or business \$1.39/mo residence or business
9.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No charge	
10.a	SS7 Interconnection	Per interstate [Bell Atlantic FCC 1 sec. 6.9.1.G] access tariff	Per interstate [Bell Atlantic FCC 1 sec. 6.9.1.L] access tariff Illustrative: STP ports, \$900/port/mo.; STP access, \$3.50/mile/mo.

¹ These non-recurring rates shall apply only if Bell Atlantic is required to dispatch a technician to the premises to effect a NID-to-NID access. The rates set forth in 3.c.1 shall apply for NID rearrangements.

⁹ Not applicable when MCIIm orders a loop element.

	<u>Bell Atlantic Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
10.b	LIDB Interconnection	Per interstate access tariff [Bell Atlantic FCC 1 sec. 6.9.1M] Illustrative: \$125 per originating point code	Per interstate access tariff [Bell Atlantic FCC 1 sec. 6.9.1M] Illustrative: Query validation \$0.04/query Query transport \$0.0002/query
10.c	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [Bell Atlantic FCC 1 sec. 6.9.1.N] access tariffs Illustrative: basic query, \$0.003105/query; vertical feature package, \$0.000334/query
11.a	Interim Number Portability	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.	
11.b	Pass-through of access charges under INP arrangement		In accordance with Attachment VIII, Section 3.1.5
12.	Local Dialing Parity	No charge	
13.a	Reciprocal call termination Local traffic delivered to Bell Atlantic Interconnection Point		\$.003/mou End Office Termination \$.005/mou Transport and Termination at Tandem Office Switch (The \$.005 rate above consists of the \$.003 End Office rate, the \$.0015 per minute rate for termination at the Tandem Switch, and the \$.0005 per minute tandem switched transport rate.)
13.b	Access charges for termination of intrastate and interstate toll traffic		Per Bell Atlantic's interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)

14.a	Local Resale ¹⁰	Percentage discount from price in retail Tariff ¹¹	
14.b	Resale of retail Telecommunications Services where MCI _m does not use Bell Atlantic's Operator Services	21.3%	
14.c	Resale of retail Telecommunications Services where MCI _m uses Bell Atlantic's Operator Services	18.5%	
15.a	Access to Pre-Ordering OSS		"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.
15.b	Access to Ordering OSS		"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate
15.c	Access to Provisioning OSS		Included in Ordering
15.d	Access to Maintenance & Repair OSS		"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.
15.e.1	Access to Billing OSS; CD-ROM		\$261.04/CD-ROM
15.e.2	Access to Billing OSS; Daily Usage File Existing Message Recording		\$.000274/Message

¹⁰ Excludes telecommunications services designated for wholesale, such as switched and special access, promotional offerings of 90 days or less, and other arrangements as described in Sections 31.2 and 31.3 of Part A, all in accordance with Attachment II of this Agreement and Applicable Law. Surcharges and Taxes shall be collected and remitted by MCI_m and Bell Atlantic in accordance with Section 27 of Part A. End user common line charges shall be collected by MCI_m and remitted to Bell Atlantic.

¹¹ Pending the development of line-item discounting, Bell Atlantic will apply the wholesale discount to the "bottom-of-the-bill". The Parties further agree to correct and true-up any errors in the discounts applied on these bills within 90 days of each bill due date.

15.e.3	Access to Billing OSS; Daily Usage File Delivery Data Tape Network Data Mover CMDS	\$64.96/Programming Hour Not Applicable \$64.96/Programming Hour	\$20.11/Tape \$.000099/Message \$.000099/Message
15.e.4	Access to Billing OSS; Daily Usage File Transport ¹² 9.6 kb Communications Port 56 kb Communications Port 256 kb Communications Port T1 Communications Port Line Installation Port Set-up Network Control Programming Coding	\$8,335.27/Port \$34,494.62/Port \$57,422.87/Port \$204,901.39/Port \$64.96/Programming Hour/Port \$10.43/Port \$64.96/Programming Hour/Port	\$10.84/Month \$29.93/Month \$29.93/Month \$380.18/Month Not Applicable Not Applicable Not Applicable
16	Customized Routing To MCIIm Platform To Bell Atlantic Platform for Re-Branding Customized Routing Transport	"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate. See sections 1 & 4 of Table 1 above.	"Track and True-up" - When and if the Commission determines that these charges are appropriate and establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate. See sections 1 & 4 of Table 1 above.
17	Additional Services and Network Elements, as agreed	TBD	TBD

¹² Not applicable if Network Data Mover connectivity has previously been established, and existing facilities are adequate to support transmission of Daily Usage File data; therefore, not applicable to MCIIm. If additional facilities are required to support transmission of Daily Usage File data, rates TBD.

B. MCIIm Services, Facilities, and Arrangements:

	<u>MCIIm Service</u>	<u>Non-recurring</u>	<u>Recurring</u>
1.a	Interim Number Portability through co-carrier call forwarding	"Track and True-up" - Once the Commission establishes a rate and cost recovery method, there will be a retroactive true-up with interest charges at the appropriate Commission-determined rate.	
1.b	Pass-through of access charges under INP arrangement		In accordance with Attachment VIII, Section 3.1.5.
2.	Local Dialing Parity	No charge	
3.a	Reciprocal call termination Local Traffic delivered to MCIIm Interconnection Point		\$.005/mou Transport and Termination at MCIIm's Switch with coverage comparable to Bell Atlantic's Tandem Office Switch, adjusted per Section 4.5 of Attachment I
3.b	Access charges for termination of intrastate and interstate Toll Traffic		Per MCIIm's interstate and intrastate access Tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
4.	All other MCIIm services available to Bell Atlantic	Available at MCIIm's tariffed or otherwise generally available rates or as agreed to by the Parties.	

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ATTACHMENT II

LOCAL RESALE

Section 1. Telecommunications Services Provided for Resale

1.1 In accordance with and subject to the requirements of Applicable Law, Bell Atlantic shall make available to MCIIm for resale any Telecommunications Service that Bell Atlantic currently provides or may offer hereafter, including the service functions described in Section 3 below. Such Telecommunications Services and service functions are collectively referred to as "Local Resale."

1.2 To the extent that this Attachment describes services which Bell Atlantic shall make available to MCIIm for resale pursuant to this Agreement, this list of services is neither all inclusive nor exclusive. All Telecommunications Services which are to be offered for resale are subject to the terms herein.

1.3 Bell Atlantic shall make all of its Telecommunications Services available for resale to MCIIm on terms and conditions that are reasonable and Non-Discriminatory.

1.4 Bell Atlantic will provide services to MCIIm for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that Bell Atlantic provides itself, including end users. To the extent applicable, Bell Atlantic shall also conform to the specific requirements of Attachment VIII.

1.5 The specific business process requirements and systems interface requirements are set forth in Attachment VIII.

1.6 Notwithstanding any other provision of this Attachment II, Bell Atlantic shall be entitled to change its Telecommunications Services offerings, subject to the notice provisions of Attachment VIII, Section 1.

1.7 MCIIm acknowledges that it has a duty under Section 251(b)(1) of the Act not to prohibit, and not to impose unreasonable and discriminatory conditions or limitations on the resale of its Telecommunications Services. MCIIm will develop its services with the knowledge that when they are available, Bell Atlantic may request negotiations with MCIIm for the resale of such services. MCIIm will negotiate in good faith the terms and conditions necessary for Bell Atlantic to purchase such services for resale from MCIIm.

Section 2. General Terms and Conditions for Resale

2.1 Pricing. The prices regarding Local Resale are set forth in Attachment I of this Agreement.

2.2 Restrictions on Resale

2.2.1 Local Resale services may be purchased by MCIIm under this Agreement solely for the purpose of resale by MCIIm. Local services to be purchased for other purposes (including, but not limited to, MCIIm's own use) must be purchased pursuant to separate written agreements, including, but not limited to, applicable Tariffs of Bell Atlantic. MCIIm may purchase Local Resale services under this Agreement for resale to its Affiliates if MCIIm resells such services as a Telecommunications Carrier pursuant to terms and conditions that comply with all applicable Commission rules, including non-discrimination rules.

2.2.2 MCIIm shall not resell Bell Atlantic's residential Local Resale services to customers who are ineligible to subscribe to such Local Resale services from Bell Atlantic.

2.2.3 MCIIm shall not resell Lifeline or any other means-tested service offerings to customers not eligible to subscribe to such service offerings from Bell Atlantic.

2.2.4 MCIIm shall not resell grandfathered Local Resale services to customers who are ineligible to subscribe to such Local Resale services from Bell Atlantic.

2.2.5 The Parties agree to negotiate the applicability of any category-to-category restriction on the resale of Bell Atlantic's Local Resale services that may be offered by Bell Atlantic in the future. If the Parties are unable to reach agreement, the Parties will submit the dispute to the Commission under the dispute resolution procedures of Part A, Section 24 (Dispute Resolution Procedures), and Bell Atlantic shall bear the burden of proving that the category-to-category restriction is reasonable and nondiscriminatory.

2.3 Requirements for Specific Services

2.3.1 CENTREX Requirements

2.3.1.1 MCIIm may purchase CENTREX features (including system management, call forwarding, digital facility termination and ARS), in accordance with applicable Tariffs.

2.3.1.2 All service levels and features of CENTREX service provided by Bell Atlantic for resale by MCIIm shall conform to Bell Atlantic's prevailing service requirements and be at Parity with the service and features provided to its end user customers.

2.3.1.3 MCIIm may aggregate multiple MCIIm subscribers on dedicated access facilities. Any aggregation of multiple location subscribers may have the effect of changing the retail CENTREX service offered under

applicable Tariff, in which case MCIIm must purchase the appropriate tariffed service or, if such changed service is not available under Tariff, the Parties shall attempt to negotiate a separate agreement for such service.

2.3.2 Federal and State Programs

When a Bell Atlantic subscriber eligible for the Voluntary Federal Subscriber Financial Assistance Program or other similar state programs, including Life Line and Link-Up services, chooses to obtain Local Resale from MCIIm, MCIIm shall be responsible for obtaining the necessary information for its records regarding such subscriber's eligibility.

2.3.3 Grandfathered Services. Bell Atlantic shall offer for resale to MCIIm all grandfathered services eligible for resale hereunder. For purposes of this Agreement, a grandfathered service is a service that Bell Atlantic offers to continue for existing retail subscribers of that service, but not to new subscribers.

2.3.4 N11 Service. Bell Atlantic agrees to offer for resale to MCIIm any N11 Telecommunications Service it offers under Tariff.

2.3.5 Contract Service Arrangements, Special Arrangements, and Promotions. Bell Atlantic shall offer for resale Telecommunications Services, including but not limited to contract service arrangements, special arrangements, and promotions, as required by Applicable Law.

2.3.6 Inside Wire Maintenance Service. [RESERVED]

2.3.7 Voice Mail Service

2.3.7.1 [RESERVED]

2.3.7.2 Bell Atlantic shall make available SMDI-E (Station Message Desk Interface-Enhanced) features where available, or SMDI (Station Message Desk Interface) features where SMDI-E is not available. Bell Atlantic shall make available the MWI (Message Waiting Indicator), stutter dialtone, and message waiting light feature capabilities. Bell Atlantic shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward/Don't Answer) feature capabilities allowing for voice mail services.

2.3.8 Hospitality Service

2.3.8.1 Bell Atlantic shall provide all blocking, screening, and all other applicable functions available for hospitality (e.g., hospitals, hotels and the like) lines, pursuant to Tariff.

2.3.9 Telephone Line Number Calling Cards. Bell Atlantic shall maintain customer information for MCIIm customers who subscribe to resold Bell Atlantic Local Service residential or business dial tone lines in Bell Atlantic's Line Information Database ("LIDB") in the same manner that it maintains information in LIDB on its own similarly situated end user customers. Bell Atlantic shall update and maintain, on the same schedule that it uses for its own similarly situated end user customers, the MCIIm customer information in LIDB.

Section 3. Service Functions

3.1 When Bell Atlantic converts one of its subscribers to MCIIm's service, Bell Atlantic shall inform MCIIm, to the extent such information is available through Bell Atlantic's electronic interfaces for CLECs, whether such subscriber is currently participating in any program of reduced or exempt charges, including those for the indigent, the handicapped, governmental bodies and public institutions.

3.2 Each Party will work cooperatively with the other Party with respect to practices and procedures for handling of law enforcement and service annoyance calls.

3.3 The Parties will cooperate in the development of an industry standard of "700" number test lines.